

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

.....
CORDIUS TRUST,

Plaintiff,

v.

C.A. NO. 05-10759-WGY

DONALD D. KUMMERFELD,

Defendant.
.....

SUPPLEMENTAL DECLARATION OF DONALD D. KUMMERFELD

I, Donald D. Kummerfeld, hereby swear under the pains and penalties of perjury as follows:

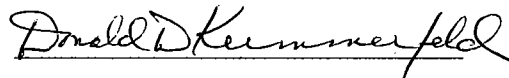
1. I am submitting this declaration in response to Cordius Trust's opposition to my motion for a stay of proceedings in this action.

2. Cordius claims that I "more than doubled the encumbrance" on my home on March 25, 2004. That is not true. My wife and I refinanced in 20004 so that we could obtain a lower interest rate on our mortgage, not to deplete the property's equity. While the amount of the mortgage did increase slightly – from approximately \$650,000 before the refinancing to \$700,000 afterward – the actual net proceeds from this refinancing (\$34,762.87) were utilized to pay legal fees and other expenses primarily related to the refinancing. Attached collectively at Exhibit A are a letter from the mortgage lender's attorney indicating the amount of proceeds from the refinancing and a proposed settlement statement supplied by our mortgage broker that indicates the amount of closing costs from the refinancing.

3. Although Cordius suggests that Kummerfeld Associates, Inc. ("KAI") has hundreds of thousands of dollars of property that could be "readily liquidated," Cordius has never made any attempt to seize or attach that property. In fact, Cordius has rejected my offers to convey KAI's property to it. I believe this demonstrates that the property (consisting of used office furnishings), in fact, could not be readily liquidated.

4. Finally, as explained in my declaration of March 24, 2005, KAI and my wife at one time had small interests in some oil and gas partnerships that were disbanded in mid-2004. Cordius has suggested that KAI and my wife must have received a distribution of some kind in connection with the disbandment of those partnerships. They did not. To the contrary, those partnerships were disbanded without notice to us and without our consent. Other than those assets identified in my March 24, 2005 declaration, I am aware of no other assets belonging to me, my wife or KAI with which I could attempt to satisfy Cordius' judgment in this action or to post a supersedeas bond.

Signed under the pains and penalties of perjury this 16th day of April, 2005,



Donald D. Kummerfeld

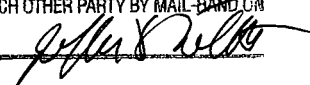
I HEREBY CERTIFY THAT A TRUE COPY OF THE ABOVE
DOCUMENT WAS SERVED UPON THE ATTORNEY OF
RECORD FOR EACH OTHER PARTY BY MAIL-HAND ON
4/22/05 

EXHIBIT A

CHAD F. BANK, ESQ.
ATTORNEY AT LAW

March 31, 2004

Mr. & Mrs. Donald Kummerfeld
19 Muskrat Lane
Webster, MA 02631

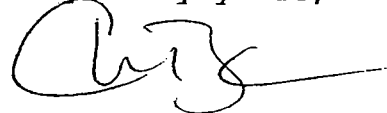
RE: TOWN & COUNTRY CREDIT REFINANCE

Dear Mr. & Mrs. Kummerfeld:

This correspondence is in regard to the above-entitled matter. Please find enclosed a check in the amount of \$34,762.87 which represents your portion of the proceeds associated with your recent refinance on March 25, 2004.

If you have any questions or concerns, please feel free to contact me at your convenience.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Chad Bank', with a long horizontal flourish extending to the right.

Chad Bank, Esq.

Town and Country Credit Corp.
300 Granite Street, 2nd Floor, Suite 205
Braintree, MA 02184

(781)817-1526

BORROWER'S ACKNOWLEDGMENT OF FINAL LOAN TERMS

Donald Kummerfeld

Date: March 26, 2004

Notice: ☒ Delivered ☐ Mailed

Loan Number: 0071335301 - 80181

19 Muskrat Lane
Brewster, MA 02631

Description of Credit Request:

☒ 1st Trust Deed/Mortgage ☐ 2nd Trust Deed/Mortgage

☐ Other: _____

Property Address: 19 Muskrat Lane

Brewster, MA 02631

County of BARNSTABLE

TYPE OF TRANSACTION:

☐ Purchase

☒ Refinance

Other _____

ORIGINAL LOAN TERMS REQUESTED

☒ Fixed Rate Loan ☐ Adjustable Rate Loan

Amount Financed: \$ 681,881.63

Settlement Charges: \$ 23,405.37

(Includes all Prepaid Finance Charges)

Loan Amount: \$ 683,256.00

Annual Percentage Rate: 6.275 %

Term: 360

Initial Interest Rate: 5.990 %

Margin: 0.000 %

Prepayment Penalty: ☒ YES ☐ NO

FINAL LOAN TERMS:

☒ Fixed Rate Loan ☐ Adjustable Rate Loan

Amount Financed: \$ 677,250.02 *

Settlement Charges: \$ 25,574.98 *

(Includes all Prepaid Finance Charges)

Loan Amount: \$ 700,000.00

Annual Percentage Rate: 6.410 %*

Term: 360

Initial Interest Rate: 6.100 %

Margin: 0.000 %

Prepayment Penalty: ☒ YES ☐ NO

Borrower(s) and Town and Country Credit Corp. hereby acknowledge that "Final Loan Terms" stated above are based exclusively on information, statements, and representations (all material facts) which have been provided by the borrower(s) which the Lender has relied upon to make this acknowledgement. These "Final Loan Terms" may change prior to loan settlement if Lender subsequently determines or becomes aware of any changes in these material facts. Borrower(s) also acknowledges that if the "Final Loan Terms" change due to a change of material facts, that Lender may require new loan documents to be executed by the borrower(s).

Donald D Kummerfeld
Borrower Donald Kummerfeld

Date

Borrower

Date

Borrower

Date

Borrower

Date

*These amounts may change due to any final adjustments made to the prepaid interest amount collected on your loan at funding.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any rights under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the: FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, ROOM 4037, WASHINGTON DC, 20580.



000000713353010404850101

Date: March 25, 2004

Loan Number: 0071335301 - 60161

Name(s): Donald Kummerfeld

Property Address: 19 Muskrat Lane
Brewster, MA 02631MASSACHUSETTS
UNIFORM MORTGAGE LOAN COST WORKSHEETClosing and Settlement Costs may vary among Mortgage Lenders.
You may wish to compare these charges in considering
the total cost of your Mortgage.

Fee:	Example*	= Loan Amount x .01 (No. of Points) =	Loan #1	Loan #2
1. Application Fee	\$360.00		1. _____	1. _____
2. Discount Fee 2.905 % (Points)	\$20,335.00		2. _____	2. _____
3. Origination Fee (Points)	\$0.00		3. _____	3. _____
4. Appraisal/Prop Valuation	\$900.00		4. _____	4. _____
5. Credit Report			5. _____	5. _____
6. Lender's Title Ins	\$1,050.00	= Loan Amount x (Estimated Rate) =	6. _____	6. _____
7. Abstract or Title Search	\$0.00		7. _____	7. _____
8. Title Examination	\$650.00		8. _____	8. _____
9. Escrow Fee	\$0.00		9. _____	9. _____
10. Attorney Closing Fee	\$195.00		10. _____	10. _____
11. Doc Preparation	\$375.00		11. _____	11. _____
12. Attorney's Fees	\$0.00		12. _____	12. _____
13. Private Mortgage Insurance (PMI)				
14. Recording/ Transfer Fees	\$325.00	If 5% down payment: Loan Amount x (Estimated PMI Rate) If 10% down payment: Loan Amount x (Estimated PMI Rate) =	13. _____	13. _____
15. Survey or Plot Plan	\$0.00		14. _____	14. _____
16. Administration Fee	\$239.00		15. _____	15. _____
17. Processing Fee	\$628.00			
18. Flood Search Fee	\$16.00			
9. Tax Service Fee	\$70.00			
10. Underwriting Fee				
Subtotal Estimated Closing Costs	\$25,341.00	Subtotal Estimated Closing Costs		
11. Yield Spread Premium (Paid by Lender)	%			

There may be additional substantial charges payable at closing such as deposits in escrow for real estate taxes and insurance and prepaid interest which could range from 0 to 3 times the daily rate, depending on the date of closing. Inquire as to the amounts of these items.

Other Potential Closing Costs	
Real Estate Taxes	\$0.00
Property Insurance	\$0.00
Interest Paid in Advance	\$233.98
Owner's Title Insurance	\$0.00
Other Charges	
Total Estimated Closing Costs	\$25,574.98

* Example based on \$100,000 fixed rate loan
with a 20% down payment and a sales price of \$125,000

The dollar amount of discount points, origination points and/or yield spread premium will change if the final principal amount of the loan increases or decreases.

We acknowledge receipt of the following:

1. Uniform Mortgage Loan Cost Worksheet
2. Uniform Mortgage Information Disclosure Statement entitled "Consumer Guide to Obtaining a Home Mortgage."

Donald D. Kummerfeld
Borrower Donald Kummerfeld Date

Borrower Date

Borrower Date

Borrower Date



000000713353010403400101